Remarks

Claims 1-24 remain pending in the application and stand rejected. Claim 1 is amended herein. The Assignee respectfully traverses the rejections and requests allowance of claims 1-24.

Claim Amendments

Claim 1 is amended to change each instance of the term "performance management system" to read "RMON management system," as indicated in the preamble of that claim. As the amendment reflects a change in terms to align the body of the claim with the language of the preamble, no change in scope or subject matter of claim 1 is intended.

Claim Rejection Under 35 U.S.C. § 112

Claim 1 stands rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which the Assignee regards as the invention. (Page 2 of the Office action.) More specifically, the Office action indicates that the claim recites the limitation "the performance management system" three times without sufficient antecedent basis for the limitation. (Id.) In response, claim 1 is amended herein to rewrite each instance of the term "the performance management system" as "the RMON management system," for which the preamble provides proper antecedent basis. Thus, based on this amendment, the Assignee contends that amended claim 1 complies with 35 U.S.C. § 112, second paragraph, and respectfully requests withdrawal of the 35 U.S.C. § 112 rejection. The Assignee also thanks the Examiner for discovering the antecedent basis problem.

Claim Rejection Under 35 U.S.C. § 102

Claims 1-24 stand rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,216,169 to Booman et al. (hereinafter "Booman"). (Page 2 of the Office action.) The Assignee respectfully traverses the rejection in view of the following discussion.

Amended method claim 1 is reproduced below for convenience, with emphasis supplied:

> 1. A method of operating a Remote Monitoring (RMON) management system, the method comprising:

generating and transmitting a first instruction *for an RMON probe* to request a first portion of RMON information;

receiving and storing the first portion of the RMON information in memory in the RMON management system;

generating and transmitting a second instruction *for an RMON manager configured to access the RMON probe* to request a second portion of the RMON information;

receiving and storing the second portion of the RMON information in the memory in the RMON management system;

generating and transmitting a third instruction *for an RMON database configured to be accessed by the RMON manager* to request a third portion of the RMON information; and

receiving and storing the third portion of the RMON information in memory in the RMON management system.

Independent software product claim 9 and independent system claim 17 incorporate similar provisions.

Generally, Booman discloses "techniques for processing data stored in multiple workstations in order to generate and display information desired by a user, i.e., generate a report. In response to a request, each of the workstations identifies data relevant to the report and processes that data. Then, one of the workstations, or a separate workstation, receives and consolidates all of the processed data and generates the report." (Column 1, lines 52-59.) More specifically, Booman indicates with respect to the network 10 of Fig. 2 that "[t]he data recorded by the probes in portion 20 of the network is periodically (e.g., every 10 minutes) polled and stored in remote workstation 22. Similarly, data recorded by other probes in the network are polled and stored by other remote workstations located in other portions of the network." (Column 7, lines 4-9.) Further, a master workstation requests the data stored at one or more of the remote workstations, each of which may process the data before sending it to the master workstation. (Column 4, lines 23-40.) Further, any workstation in the network may be a master workstation, a remote workstation, or both, depending on the role it plays in the process described above. (Column 4, lines 40-46.)

The Office action indicates that Booman teaches each of the limitations of claim 1, as well as those of claims 7 and 19. (Pages 3-7 of the Office action.) The Assignee respectfully disagrees, as Booman does not teach or suggest a management system sending instructions to each of *an RMON probe, an RMON manager configured to access the RMON probe, and an RMON database configured to be accessed by the RMON manager* to request information from

each of these three devices.

Unfortunately, the Office action is a bit ambiguous as to which devices or functions disclosed in Booman anticipate which limitations of the present claims, as only segments of the Booman text are presented, with various portions therein underlined, and none of these segments are directly related to the language of the claims. Under one reading, the Office action appears to specifically relate different portions of column 15, lines 59-65, of Booman to the interactions involving the RMON probe, RMON manager, and RMON database of claim 1. (Pages 3-5 of the Office action.) More specifically, the Office action appears to associate *remote workstations accumulating data* with the RMON probe, *remote workstations that receive data accumulated and sent by probes and other elements once the data is accumulated* with the RMON managers, and *remote workstations retrieving data from the elements that accumulate the data* with the RMON database. (See emphasized portions of pages 3-5 of the Office action.)

Presuming the foregoing interpretation of the Office action is correct, the Assignee respectfully disagrees with that characterization of Booman. For example, Booman clearly identifies its probes 18, labeled P1 through P3 in Fig. 1, as RMON probes. (See column 6, lines 15-30.) Thus, neither the remote workstation 22 nor the master workstation 24 is an RMON probe as provided for in claims 1, 9 and 17.

The Office action appears to attempt to equate a Booman remote workstation by way of language in Booman which indicates that "[i]n other cases, the remote workstations themselves accumulate the data." (Column 5, lines 36 and 37.) However, Booman does not indicate that the remote workstation may accumulate that data *as an RMON probe*. More specifically, Booman discloses that network elements can accumulate data concerning *their own performance* (column 5, lines 13-16), but then distinguishes such data from data accumulated by a probe, which is "data relating to the *communications traffic over the network*." (Column 6, lines 19 and 20; emphasis supplied.) Further, such data is collected "through monitoring the activity (i.e., communications) on the segment of the network to which it is connected." (Column 6, lines 20-22.) Thus, Booman does not teach or suggest that any of its remote workstations constitutes an RMON probe as provided for in claims 1, 9 and 17.

As a result of the foregoing, Booman does not teach or suggest a system or method of generating an instruction for each of an RMON probe, an RMON manager, and an RMON database to receive RMON information, as set forth in claims 1, 9 and 17. As discussed above,

Booman indicates that a remote workstation may poll a probe and thereafter receive data from the probe, and that a master workstation may then request and receive that information from the remote workstation. However, Booman does not teach or suggest a master or remote workstation sending instructions requesting information to each of *an RMON probe*, *an RMON manager configured to access the RMON probe*, and *an RMON database configured to be accessed by the RMON manager*. More specifically, while a remote workstation in Booman can instruct an RMON probe to return information it possesses, Booman does not appear to teach or suggest that the same remote workstation (even if operating as a master workstation) also sends instructions for RMON information to another remote workstation (operating as an RMON manager) configured to access *the same RMON probe*, as provided for in claims 1, 9 and 17.

Further, Booman does not appear to teach or suggest that the same remote workstation (even if operating as a master workstation) also sends instructions to *yet another* remote workstation (presumably operating as an RMON database) configured to be *accessed by the RMON manager* (i.e., the remote workstation discussed above configured to access the same RMON probe accessible by the workstation originating the instructions), as provide for in claims 1, 9 and 17.

In addition, the Office action appears to identify a remote workstation as an RMON manager or an RMON database *based on how it accesses data* according to column 5, lines 32-38. (Pages 4 and 5 of the Office action.) More specifically, the Office action seems to assert that a remote workstation that receives data sent from an element, such as a probe, as the data is accumulated (i.e., the data transfer is *initiated by the element*) is an RMON manager, while a remote workstation that specifically retrieves the data from the element (i.e., the data transfer is *initiated by the workstation*) is an RMON database. The Assignee respectfully disagrees that the particular mechanism for transferring the same data between an element and a workstation may determine whether the workstation operates as an RMON manager for the RMON probe, or an RMON database accessible by the RMON manager, as recited in claims 1, 9 and 17. Nothing in either Booman or the present application makes such an assertion.

Thus, for at least the reasons discussed above, the Assignee contends claims 1, 9 and 17 are allowable in view of Booman, and such indication is respectfully requested.

In addition, claims 2-8 depend from independent claim 1, claims 10-16 depend from independent claim 9, and claims 18-24 depend from independent claim 17, thus incorporating the

limitations of their corresponding independent claims. Thus, the Assignee asserts that claims 1-24 are allowable for at least the reasons given above in support of independent claims 1, 9 and 17, and such indication is respectfully requested.

Therefore, in view of the foregoing discussion, the Assignee respectfully requests withdrawal of the 35 U.S.C. § 103(a) rejection of claims 1-24.

Conclusion

Based on the above remarks, the Assignee submits that claims 1-24 are allowable. Additional reasons in support of patentability exist, but such reasons are omitted in the interests of clarity and brevity. The Assignee thus respectfully requests allowance of claims 1-24.

The Assignee believes no additional fees are due with respect to this filing. However, should the Office determine additional fees are necessary, the Office is hereby authorized to charge Deposit Account No. 21-0765.

Respectfully submitted,

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